

CONTRACT NUMBER: DMS(DEL-F2)FY12-12442

AMENDMENT NUMBER 5

This is the Fifth Amendment to Contract No. DMS(DEL-F2)FY12-12442 hereinafter referred to as the Contract between the STATE OF DELAWARE, DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES, hereinafter referred to as the DEPARTMENT, and DELOITTE CONSULTING LLP, 2601 MARKET STREET, 2ND FLOOR, HARRISBURG, PA 17110, ATTENTION: Debasis Saha, PRINCIPAL, hereinafter referred to as the "CONTRACTOR" or "Deloitte."

See Attachment A for revised terms and conditions.

All other terms and conditions of the CONTRACT between the parties remain in full force and effect for the term of this Fifth Amendment except to the extent expressly modified herein. This Amendment will become effective on signature by the Secretary of the Department of Services for Children, Youth and Their Families, subject to the approval of a purchase order by the Secretary of the Department of Finance, and terminate on July 31, 2015.

IN WITNESS THEREOF, the parties hereto have caused this Fifth Amendment to be executed by their duly authorized officials.

FOR THE CONTRACTOR

Debasis Saha 4/14/15

Debasis Saha, Principal

Date

FOR THE DEPARTMENT

Jennifer Ranji 4/14/15

Jennifer Ranji, Secretary
Department of Services for Children,
Youth and Their Families

ATTACHMENT A

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WHEREAS, the DEPARTMENT and the CONTRACTOR previously entered into the above-referenced contract including all attachments, appendices, and exhibits thereto, which commenced on May 7, 2012; and

WHEREAS, the Contract as amended, has an expiration date of April 14, 2015;

WHEREAS, the DEPARTMENT and CONTRACTOR desire to extend the CONTRACT for an interim period to permit certain analysis and planning activities to proceed, subject to the conditions set out below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Article X, Administrative Procedures, Section A(1), "Procedure for Amendment of the CONTRACT", the parties do hereby agree to amend the CONTRACT as follows:

Effective upon signature of this Amendment are the following modifications:

1. The CONTRACT Expiration Date of April 14, 2015, as set out in Amendment Number Four, is hereby modified to be July 31, 2015.
2. The DEPARTMENT shall continue to undertake and shall complete its Technical Review, as described in Appendix A hereto, which is incorporated herein, and shall provide to CONTRACTOR weekly status updates as well as a presentation and review of the relevant results (as deemed necessary by the DEPARTMENT) on or before May 31, 2015. CONTRACTOR will perform its responsibilities associated with the Technical Review as described in Appendix A hereto;
3. The parties shall each perform their respective responsibilities for the Gap Analysis as described in Appendix B hereto, which is incorporated herein, and the DEPARTMENT shall provide results to CONTRACTOR on or before May 28, 2015. CONTRACTOR shall be compensated for its performance of its responsibilities for the Gap Analysis in accordance with Appendix E;
4. The parties shall complete their respective responsibilities to develop a plan to resolve all identified Deficiencies discovered through UAT and Expanded Regression Testing (including, but not limited to, any systemic and cross-functional Deficiencies related to Workflow, Navigation, Role-based Security, reporting and interfaces) and to address the results of the Technical Review and Gap Analysis as described in Appendix C hereto, which is incorporated herein. CONTRACTOR shall be compensated for its performance of its responsibilities for the development of a plan for the identified Deficiencies and to address the results of the Technical Review and Gap Analysis, including any systemic and cross functional Deficiencies, in accordance with Appendix E;

5. The parties will endeavor in good faith to agree to a restructuring of the FACTS II Project Plan and Schedule. The restructured Project Plan shall reflect a revised and agreed upon FACTS II software development methodology. The Project Plan and Schedule shall be incorporated into the CONTRACT via a subsequent Amendment, if any, upon such agreement. The parties shall complete their respective responsibilities for the development of the Project Plan as described in Appendix D hereto, which is incorporated herein, and CONTRACTOR shall be compensated for its performance of its responsibilities for such restructuring activities in accordance with Appendix E;
6. The DEPARTMENT hereby agrees to pay \$700,000 as fees for the submitted deliverables 6.13.3.3 and 6.15.5.1 Integration Test Results and Conversion Test Results (Integration) on or before May 15, 2015. Such payment shall not be construed as indication of the DEPARTMENT'S approval of such Deliverable;
7. During the term of this Fifth Amendment, the parties shall agree upon and designate a single point of contact ("Executive Product Owner") for each of the DEPARTMENT and CONTRACTOR on behalf of their respective organizations, and, with respect to the DEPARTMENT, a Product Owner for each Division of the DEPARTMENT, as well as identification of their roles, responsibilities, and authority, all of which shall be incorporated into the CONTRACT via the subsequent Amendment to the CONTRACT, if any;
8. During the term of this Fifth Amendment, CONTRACTOR and the DEPARTMENT shall participate in weekly status meetings to provide updates as to the activities to be performed hereunder and any issues or delays encountered;
9. The DEPARTMENT hereby acknowledges that CONTRACTOR may, during the term of this Fifth Amendment, temporarily suspend performance of services under the CONTRACT other than those described in this Fifth Amendment and may modify its staffing in its discretion, without any commitment to return any specific individuals. CONTRACTOR and DEPARTMENT staff engaged in the restructuring activities should be sufficient in number, competent and knowledgeable to perform the duties under this Amendment.
10. Richard Spear is hereby designated as the Relationship Manager who shall serve as the CONTRACTOR'S designated representative to interface with DTI;
11. The schedule for all restructuring activities under this Amendment Five is reflected in Appendix F, attached hereto and incorporated herein. For clarification, the interim schedule for activities reflected in Appendix F (as opposed to the specified dates set forth in the body of this Amendment Five and Appendices A-E) are estimates only; the parties will use diligent efforts to adhere to such interim schedule but such interim dates shall not be construed as binding; and
12. The parties hereby agree that, in the event that an agreement cannot be reached as to a finalized next Amendment by July 31, 2015, the parties will meet to discuss and agree upon an appropriate resolution and path forward.

Appendix A - Technical Review

This Appendix A describes the activities and responsibilities for the Technical Review.

Description: The FACTS II application code and database will be reviewed by DSCYF and/or a third party vendor to assess the overall architecture.

Technical Review Activities and Responsibilities: The table below describes the parties' responsibilities for the Technical Review activities.

Activity	DSCYF Responsibilities	CONTRACTOR Responsibilities
Conduct Review of Application and Database	<ul style="list-style-type: none">• Microsoft and Oracle to complete the review on or before May 31, 2015.	<ul style="list-style-type: none">• Provide the required documentation to consist of the following: 6.7.1 Application Architecture, deliverable 6.9.4; System Architecture deliverable, 6.12.1; Application Standards deliverable, 6.9.2; Data Model deliverable, 6.9.3; Data Dictionary deliverable, 6.6.1; System Hardware deliverable and code base.• Participate in scheduled meetings to provide clarifications to support the technical review• Create technical overview materials and provide educational walkthrough with vendors
Progress Update	<ul style="list-style-type: none">• Schedule and participate in periodic check-in or status meetings to provide status	<ul style="list-style-type: none">• Participate in periodic check-in or status meetings to track progress made in the Technical Review
Technical Review Results Walk through	<ul style="list-style-type: none">• Schedule and participate in meetings to provide the results and walk CONTRACTOR through the findings of the Technical Review• Provide to CONTRACTOR a presentation and review of the relevant results (as deemed necessary by the DEPARTMENT).• Review with CONTRACTOR proposed alternatives to address Technical Review results and endeavor to reach agreement with CONTRACTOR on scope and approach as input into go-forward Project Plan and Schedule.	<ul style="list-style-type: none">• Participate in such meetings to understand the results of the Technical Review• Develop response and alternatives to address Technical Review results• Review with DEPARTMENT proposed alternatives to address Technical Review results and endeavor to reach agreement with DEPARTMENT on scope and approach as input into go-forward Project Plan and Schedule• CONTRACTOR to provide to the State the relevant results of their internal technical review of FACTS II.

Appendix B – Gap Analysis

This Appendix B describes the activities and responsibilities for the Gap Analysis.

Description: Gap sessions will be conducted to identify gaps between the current FACTS II system and DSCYF business processes.

Gap Session Activities and Responsibilities: The table below describes the parties' responsibilities for the Gap Analysis activities.

Activity Name	DSCYF Responsibilities	CONTRACTOR Responsibilities
Gap Analysis Planning	<ul style="list-style-type: none">• Develop a schedule for the gap sessions.• Schedule gap sessions meetings with appropriate DSCYF and CONTRACTOR personnel.	<ul style="list-style-type: none">• Support ongoing maintenance and confirm FACTS II application is available for gap sessions.
Conduct Gap Sessions	<ul style="list-style-type: none">• Be available and present to facilitate the gap sessions.• Ensure sessions are completed within the planned schedule.	<ul style="list-style-type: none">• Capture notes and document gaps identified in the working sessions.• Facilitate the application demonstrating how each step from the use case can be completed in FACTS II.
Conduct Gap Reconciliation meetings	<ul style="list-style-type: none">• Schedule and attend weekly meetings to reconcile on gap identifications that require additional clarifications.	<ul style="list-style-type: none">• Attend the meetings to reconcile on gap identifications that require additional clarifications.
Complete Gap report	<ul style="list-style-type: none">• DEPARTMENT shall provide the Gap Analysis results to CONTRACTOR on or before May 28, 2015.	<ul style="list-style-type: none">• N/A

Appendix C – Develop a Plan for the FACTS II Deficiencies and Results of Technical Review and Gap Analysis

This Appendix C describes the activities and responsibilities for the development of a plan to resolve all identified Deficiencies discovered through UAT, and Expanded Regression Testing (including, but not limited to, any systemic and cross-functional Deficiencies related to Workflow, Navigation, Role-based Security, reporting and interfaces) and to address the results of Technical Review and Gap Analysis.

Analysis and Remediation Activities and Responsibilities: The table below describes the parties' responsibilities for the planning activities.

Activity Name	DSCYF Responsibilities	CONTRACTOR Responsibilities
Planning	<ul style="list-style-type: none">• Confirm availability of appropriate DSCYF SME's to attend planning sessions.	<ul style="list-style-type: none">• Prepare complete accounting of all FACTS II Deficiencies.• Prepare and deliver technical overview architecture documents and conduct education sessions that will be used to review the current implementation.• Develop a schedule for the planning activities in conjunction with DSCYF.
Conduct planning Sessions	<ul style="list-style-type: none">• SME's attendance and active participation in the sessions• Provide requested changes for the planning activities by June 10, 2015 so that such activities can be concluded by end of June, 2015.	<ul style="list-style-type: none">• Review and analysis of all FACTS II Deficiencies and results of Technical Review and Gap Analysis.• Provide an overview of the current implementation for planning activities.• Develop go-forward alternatives for resolution of Deficiencies and to address requested changes from planning activities.
Develop Scope document	<ul style="list-style-type: none">• Review the solution document and provide feedback to finalize the document.	<ul style="list-style-type: none">• Identify target plans and schedules.

Appendix D - Restructuring of the FACTS II Project Plan and Schedule.

This Appendix D describes the activities and responsibilities for the restructuring of the FACTS II Project Plan and Schedule.

Description: Activities supporting development of a high-level plan for the project.

Restructuring Activities and Responsibilities: The table below describes the parties' responsibilities for the restructuring activities.

Activity Name	DSCYF Responsibilities	Deloitte Responsibilities
Planning Sessions	<ul style="list-style-type: none">• Participate in planning sessions and agree upon the high-level plan.• Provide the desired scope, consolidated from Gap Analysis prioritization, UAT results, review of the systemic and cross functional issues and Technical Review outcomes to be used in the planning process and build a Product Backlog.	<ul style="list-style-type: none">• Conduct planning sessions with DSCYF to develop high-level plan by phase which includes the following: timeline, major activities, key deliverables, planning metrics, assumptions.
Software Development Methodology Selection	<ul style="list-style-type: none">• Participate in meetings to discuss and agree upon software development methodology.	<ul style="list-style-type: none">• Participate in meetings to discuss and agree upon software development methodology.

Appendix E – Fees For CONTRACTOR Services and Schedule for Activities

The DEPARTMENT agrees to pay CONTRACTOR fees in the amount of \$400,000 for services provided under this Amendment, subject to the accrual terms described below.

The fees shall accrue as follows: (1) \$200,000 in Service Fees, representing half of said fees, will accrue upon execution of services on a pro rate monthly share and will be paid in equal monthly payments as described below; and (2) \$200,000 in Post-Execution fees, representing half of said fees, will accrue upon execution, by both DEPARTMENT and CONTRACTOR, of a subsequent amendment of the Contract extending the Contract's term beyond the term of this Amendment.

CONTRACTOR shall invoice the DEPARTMENT for such Service Fees for the applicable month on or after April 1, May 1, and June 1 respectively. The DEPARTMENT shall pay such invoices within thirty (30) business days of receipt.

The Department shall pay to CONTRACTOR the total Post-Execution fees within thirty (30) business days of the date of the parties' execution of a subsequent amendment to the Contract extending the Contract's term beyond the term of this Amendment. Should the parties not execute a subsequent amendment to the Contract extending the Contract's term beyond the term of this Amendment, then the Post-Execution fees have not accrued and are not due and owing.

In the event of any termination of the CONTRACT, the DEPARTMENT shall pay the fees for services performed under this Amendment on a fair, pro rata basis based on the effective date of termination.

The DEPARTMENT and CONTRACTOR will conduct their activities for this Amendment in accordance with a jointly developed plan. All activities in the plan will be completed by June 30, 2015 and as such, will provide the basis for negotiations (to be completed by July 31, 2015) regarding an agreement to complete the FACTS II system.

Appendix F – Schedule of Activities





